HORSE INSURANCE

PLEASURE & PERFORMANCE
PRODUCT DISCLOSURE STATEMENT
TRANSIT & TRIAL (30, 60 OR 90 Day Policy Period)

A.I.S. Insurance Brokers Pty Ltd
Horse & Livestock Division
137 Moray Street, South Melbourne Vic 3205

Telephone: (03) 8699 8888
Facsimile: (03) 8699 8899
Email: horse@aisinsurance.com.au
Website: www.aisinsurance.com.au
DUTY OF DISCLOSURE

YOUR DUTY OF DISCLOSURE

Before You enter into the Policy with Us, the Insurance Contracts Act 1984 requires You to disclose to Us every matter that You know or could reasonably be expected to know is relevant to Our decision whether and on what terms Your application for insurance is acceptable and to calculate how much Premium is required for Your insurance.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate the Policy.

The duty applies until the Policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between the time You provide answers or make disclosure and the Relevant Time, You need to tell Us.

What You do not need to tell Us
You do not need to tell Us about any matter:
• that diminishes Our risk;
• that is of common knowledge;
• that We know or should know as an insurer; or
• that We tell You We do not need to know.

Who does the duty apply to?
The Duty of Disclosure applies to You and everyone that is an Insured under the Policy. If You provide information for another Insured, it is as if they provided it to Us.

What happens if the Duty of Disclosure is not complied with?
If the duty of disclosure is not complied with We may cancel the Policy and/or reduce the amount We pay if You make a claim. If fraud is involved, We may treat the Policy as if it never existed, and pay nothing.
Product Disclosure Statement (PDS)

The purpose of the PDS
The purpose of the PDS is to help You understand the insurance Certificate and provide You with sufficient information to enable You to compare and make an informed decision about insurance products. This PDS covers Equine Insurance.

The PDS also sets out the significant features, benefits and risks of the Certificate. You still need to read the Certificate wording for a full description of the terms, conditions and limitations. This Product Disclosure Statement was prepared on 1 June 2018.

Who is the Insurer(s)?
Certain Underwriters at Lloyd’s hereinafter called “We, Our, Us or Underwriters” are the Insurer(s) of the Certificate. You or Your representative can obtain further details of the syndicate numbers and the proportions of this Insurance for which each of the Underwriters at Lloyd’s is liable by requesting them from A.I.S. Insurance Brokers.

Who is A.I.S. Insurance Brokers Pty Ltd?
A.I.S. Insurance Brokers Pty Ltd (ABN 36 543 825 719 AFS Licence no: 255304) hereinafter called “AIS” is the Authorised Representative of the Insurer(s). This Insurance contract is written under a ‘Binding Authority Agreement’, which gives AIS authority to bind insurance contracts and / or settle claims on behalf of such Insurer(s). As a consequence AIS is acting as Agent of such Insurer(s) and not as Your Agent. AIS is NOT the Insurer for this contract and is NOT liable for any loss or claim.

If You have any concerns about the Certificate, You should contact AIS in the first instance. You may contact them by any of the following ways:
- By telephone on 03 8699 8888
- Emailing horse@aisinsurance.com.au
- In writing at 137 Moray Street, South Melbourne VIC 3205

How You contact Us
About a claim - please phone Our claims department on 03 8699 8888 or claims@aisinsurance.com.au

About Your Certificate - please contact the person with whom You arranged the Certificate.

Significant benefits and features
By way of summary, the principal covers available are:

Section 1 – Mortality
We will pay up to the Sum Insured specified in the Certificate in the event of the death or Humane Destruction of any Horse, resulting from an Injury, Illness, Accident or disease sustained or contracted and notified during the Period of Insurance; provided death or Humane Destruction occurs during the same Period of Insurance or within 30 days of the expiry date.

Significant risks
The risks associated with Your Certificate include:
- whether the Certificate will provide the cover You require. Cover may not be adequate because the type or amount of cover You require does not match the cover provided by Your Certificate.
- For example, because You do not satisfy terms and conditions of cover or an exclusion applies, such as You fail to take adequate precautions to protect the health of Your Horse.
- if You do not comply with Certificate terms and conditions, for example Your duty of disclosure, the insurer can refuse to pay part or all of a claim.

The amount You pay for this insurance
The amount We charge You for this insurance Certificate is the total amount of the Premium that We calculate to cover the risk plus any relevant government charges (such as stamp duty). This is the total amount payable shown on Your Certificate and is the amount You must pay. If You change Your cover in any way, You may be required to pay an additional amount or may be entitled to a refund of Premium.
How various factors affect Your Premium
We consider a number of factors in calculating Your Premium. The key factors that affect the Premium are the type of cover and any optional benefits available that You select. For example, Mortality plus Loss of Use cover for Your items will be more expensive than a cover restricted to Mortality only.

The amount of Premium that You pay will also depend on the information You give Us about Your items and the other factors.

How to apply for insurance
Complete and submit Our application form. If We accept Your application for insurance, You will receive a Certificate that sets out details of the insurance.

Your duty of disclosure
You have a legal duty of disclosure to Us whenever You apply for, change or renew an insurance cover. Details about disclosure information are shown in the Certificate wording under “Duty of Disclosure”.

How to make a claim
As soon as practically possible after an Accident or event that causes the loss or damage, You must first:
  • In the event of death
    o notify A.I.S. Insurance Brokers Pty Ltd by telephone, facsimile or by email as soon as practically possible;
    o have a Post-Mortem examination completed and an autopsy report prepared, at Your expense, by a licensed Veterinarian approved by A.I.S. Insurance Brokers Pty Ltd and
    o provide A.I.S. Insurance Brokers Pty Ltd, within 60 days, a copy of the Post-Mortem examination and Your signed proof of loss.

The amount You pay towards a claim
An excess is an amount that You are required to pay in the event of a claim. The amount of excess depends on the assessment of risk.

There is no excess in respect to Mortality claims. All applicable excesses and their amounts will be shown in Your Certificate.

How a claim payment is calculated
We will pay a sum not exceeding the Market Value of Your Horse, trailer or equipment shown in the Certificate at the time of loss or the Sum Insured shown in the Certificate, whichever is the lower, in relation to Public Liability We will pay any amount which You are legally liable to pay a third party in respect to Property Damage or Bodily Injury to the Certificate limit shown.

Taxation information
This insurance Certificate is subject to GST.

If You are registered for GST purposes, You may be able to claim an Input Tax Credit in respect of the GST We collect from You. There may be other taxation implications affecting You depending on Your circumstances. If You are unsure about the taxation implications of Your Certificate You should seek advice from Your accountant or tax professional.

Cooling off
You have the right to cancel and return the insurance contract by notifying Us in writing, by email or by telephone within 14 days of the date it was issued to You (the “cooling off period”) unless You make a claim under the contract within the cooling off period. If You cancel it in this time, We will return to You any Premium You have paid Us. To cancel at other times, please see General Conditions of the Certificate.

Code of Practice
The General Insurance Code of Practice has been developed to raise the standards of service and practice in the insurance industry. Details of the Code of Practice can be accessed at www.codeofpractice.com.au.
CERTIFICATE DOCUMENT

IMPORTANT NOTES

1) **The health of Your Horse**
   When cover commences Your Horse must be in sound health and free from any Illness, disease, Injury or physical disability.

2) **Compliance with veterinary advice**
   If Your Horse is ill or has an Accident, it is Your duty as soon as practically possible to seek the advice of Your Veterinary Surgeon, and notify Us by telephone, email or fax. You must then follow the recommendations made by the attending Veterinary Surgeon or of any second opinion as to treatment, rest and rehabilitation. You must also forward a report by the attending Veterinary Surgeon on the condition of the Horse to Us as soon as practically possible. Should any Horse die, You must arrange for a Veterinary Surgeon to certify the cause of death by Post-Mortem examination unless otherwise agreed upon by both parties.

3) **Security of your equipment**
   If You have selected to insure Your saddles, bridles, harness and other items of riding tack, loss by theft will only be covered if they are kept overnight in a private house or in a locked building.

4) **Limitations as to Use**
   Your Horse must not be used for any purpose other than that included under the Use of Horse as shown in the Certificate without Our prior written consent.

5) **About the Insurer**
   AIS Insurance Brokers Pty Ltd is NOT the Insurer to this contract and is not liable for any loss or claim.

   This Policy is underwritten by certain underwriters at Lloyd's in respect of syndicate 2003.

   Catlin Underwriting Agencies Limited is the managing agent of Syndicate 2003.

   Catlin Underwriting Agencies Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 204848). Further details can be found on the Financial Services Register at 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 which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768
SECTION 1 - MORTALITY

COVER PROVIDED
We will pay up to the Sum Insured specified in the Certificate in the event of the death or Humane Destruction of any Horse, resulting from an Injury, Illness, Accident or disease sustained or contracted and notified during the Period of Insurance; provided death or Humane Destruction occurs during the same Period of Insurance.

This cover includes whilst Your Horse is being transported within Australia.

SETTLEMENT OF CLAIMS
We will pay a sum not exceeding the Market Value of Your Horse shown in the Certificate at the time of loss or the Sum Insured shown in the Certificate whichever is the lower.

Where payment is to be made in settlement of a claim and any other party (ies) has / have an interest in Your Horse then payment may be made to such party (ies) to the extent of that interest whose discharge in respect to such payment will be full and final to Us in respect of that interest.

EXCLUSIONS
This section does not insure:
1) destruction without Our consent or the opinion of a qualified Veterinary Surgeon that Humane Destruction is required as soon as practicably possible;
2) destruction under the order of any government, local authority or any other body having jurisdiction;
3) any surgical operation, unless carried out by a qualified Veterinary Surgeon as soon as practically possible in an attempt to save the life of a Horse, or unless previously agreed by Us;
4) the use of any Horse for any purpose other than the Use specified in the Certificate or in Endorsements to the Certificate;
5) the administration of drugs or Medication unless required because of Accident, Illness or disease and administered by, or at the direction of a qualified Veterinary Surgeon;
6) intentional or wilful Injury by You, Your family or employees;
7) unfitness or incapacity to fulfil the functions or duties for which the Horse is kept;
8) wilful neglect or unskilled treatment.

GENERAL CONDITIONS
Applicable to all sections of the Certificate

1) A Horse must not be used for any purpose other than those included in the Certificate without Our written consent.

2) Unless otherwise added by Endorsement, the Horse must not be removed from the Commonwealth of Australia or the Territorial Limits specified in the Certificate.

3) Unless otherwise added by Endorsement, the Horse must be in sound health on the effective date of the Certificate.

4) If the Certificate is issued on an annual basis Our liability will be extended to cover death which occurs within 30 days after the Certificate terminates and as a result of a covered Accident, Illness or disease that occurred during the term of the Certificate and You reported the occurrence to Us before the Certificate expired.

5) It is Your duty to dispose of the remains of the Horse at Your expense and with Our approval.

6) If We consent to the sale or euthanasia of a Horse for food or any other purpose, Our liability will be reduced by any amount that You receive.

7) During the Certificate period, You must see to it that the Horse receives proper care according to its age, sex, breed and Use.

8) In case of death of a Horse, You must:
   a) as soon as practically possible notify A.I.S. Insurance Brokers Pty Ltd by telephone, facsimile or email;
b) have a Post-Mortem examination done, at Your expense, by a licensed veterinarian approved by A.I.S. Insurance Brokers Pty Ltd; and
c) give Us, within 60 days, a copy of the Post-Mortem examination and Your signed proof of loss.

9) In case of any investigation You must co-operate by:
   a) giving Us any relevant records or documents We might need;
   b) if it is within Your power, have any persons with knowledge of the death or theft submit to an examination under oath.

   If You do not comply with any of these duties We may not be liable to pay Your claim.

10) Insurance will cease on a Horse in which You have, temporarily or permanently, given up all or part of Your ownership rights by sale, lease or any other reason.

11) The proceeds or any other interest in the Certificate may not be assigned to any other party.

12) If We pay a claim under the Certificate, You agree to:
   a) assign Us Your rights and remedies against any other party;
   b) execute all documents required to effect such assignment of Your rights; and
   c) give Us the right to sue in Your name at Our expense.

13) No agent can change the Certificate or alter its terms. Its terms may not be changed or waived unless We issue an Endorsement.

14) Change in Circumstances
   You must tell Your broker as soon as practicably possible if You become aware of any changes in the information You have provided to Us which happen before or during any Period of Insurance. If You become aware that the information You have given Us is inaccurate, You should inform Your broker as soon as practicably possible.

   When We are notified of a change We will tell You if this affects this Policy. For example We may cancel this Policy in accordance with the Cancellation Provisions, amend the terms of this Policy or require You to pay more for this insurance. If You do not inform Us about a change it may affect any claim You make or could result in this insurance being invalid.

15) Cancellation
   Your Right to Cancel
   You are entitled to cancel this Policy by notifying Us in writing, by email or by telephone. No return of Premium shall be allowed.

16) Our Right to Cancel
   We can cancel this Policy and any Endorsement(s) at any time by giving You thirty (30) days' notice in writing, by email or by telephone (including during the Cooling off Period). We will only do this in accordance with the Insurance Contracts Act 1984 and for a valid reason including, for example:
   i) Non-payment of Premium;
   ii) A change in risk occurring which means that We can no longer provide You with insurance cover;
   iii) Failure to supply information or documentation We have asked You to provide in the Proposal Form;
   iv) Failure to provide a Veterinary Certificate if We have asked for one.

   Any return of Premium due to You will be calculated at a proportional daily rate depending on how long this Policy and any Endorsement(s) has been in force unless You have made a claim in which case the full annual Premium is due.

   If any claim is paid on any Horse whether by settlement, compromise or otherwise, no return of Premium shall be allowed.
GENERAL EXCLUSIONS
The following exclusions apply to the Policy as a whole unless stated otherwise

The Policy does not insure:

1) loss, or destruction of, or damage to, any property or any loss, or expense resulting or arising from any indirect loss; for example: any increased business expense or loss of profit or earnings resulting from Accident, Injury, Illness or disease or death or Humane Destruction.

2) any legal liability directly or indirectly caused by or contributed to, by, or arising from;
   i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
   ii) the radioactivity, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

3) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

4) death or Humane Destruction directly or indirectly caused by, happening through, in consequence of or contributed to by or arising from 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.

5) ELECTRONIC DATE RECOGNITION EXCLUSION (E.D.R.E.)
   Any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:
   a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or
   b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

6) AVIAN INFLUENZA EXCLUSION
   death or Humane Destruction directly or indirectly caused by, happening through, in consequence of or contributed to by Avian Influenza or any mutant variation thereof.

7) WAR AND CIVIL WAR EXCLUSION
   Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation, or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

8) SANCTION LIMITATION AND EXCLUSION
   We shall not provide cover and We shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim, or provision of such benefit, would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
10) TERRORISM EXCLUSION
This insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means an act, including, for example 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.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with 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 shall remain in full force and effect.

11) CORONAVIRUS ABSOLUTE EXCLUSION
Notwithstanding any other provision, no cover is provided under this policy for any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

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

i. any fear or threat (whether actual or perceived) of; or
ii. 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 thereof.
CERTIFICATE PROVISIONS
Applicable to all sections of the Certificate

1) Complaints Procedure

We are dedicated to providing a high quality service and We want to ensure that We maintain this at all times.

There are established procedures for dealing with complaints and disputes regarding Your policy or claim.

Stage 1

Any enquiry or complaint relating to a Lloyd’s Policy or claim should be addressed to AIS Insurance Brokers in the first instance – in most cases this will resolve Your grievance.

They will respond to Your complaint within 15 business days provided they have all necessary information and have completed any investigation required. Where further information, assessment or investigation is required, they will agree to reasonable alternative timeframes with you. You will also be kept informed of the progress of Your complaint.

Stage 2

In the unlikely event that this does not resolve the matter or You are not satisfied with the way Your complaint has been dealt with, You should contact:

Lloyd’s Australia Limited
Level 9, 1 O’Connell St
Sydney NSW 2000
Telephone: (02) 8298 0783
Email: idraustralia@lloyds.com

When You lodge your dispute with us, we will usually require the following information:

- Name, address and telephone number of the Insured;
- Details of the Policy concerned (Policy and/or claim reference numbers, etc);
- Details of the insurance intermediary through whom the Policy was obtained;
- Reasons why You are dissatisfied;
- Copies of any supporting documentation You believe may assist us in addressing Your dispute appropriately.

Following receipt of Your complaint, You will be advised whether Your dispute will be handled by Lloyd’s Australia or the Lloyd’s Complaints team in the UK, or what other avenues are available to You:

- Where Your complaint is eligible for referral to the Australian Financial Complaints Authority (AFCA) Your complaint will generally be reviewed by a person at Lloyd’s Australia with appropriate authority to deal with Your dispute.
- Where Your complaint is not eligible for referral to the Australian AFCA, Lloyd’s Australia will refer Your complaint to the Lloyd’s Complaints team in the UK if it falls within the jurisdiction of the UK AFCA, who will review Your complaint and will liaise directly with You.
- For all other matters You will be advised of what other avenues may be available to You.

How long will the Stage 2 process take?

Your complaint will be acknowledged in writing within 5 business days of receipt, and You will be kept informed of the progress of our review of Your complaint at least every 10 business days.

The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases You will receive a full written response to Your complaint within 15 business days of receipt, provided We have received all necessary information and have completed any investigation required.

External Dispute Resolution

If Your complaint is not resolved in a manner satisfactory to You or we do not resolve Your complaint within 45 calendar days of receiving it at Stage 1, You may refer the matter to the Australian Financial
Complaints Authority (AFCA). AFCA can be contacted by post GPO Box 3, Melbourne Vic 3001 or phone 1800 931 678, email info@afca.org.au, or website www.afca.org.au.

AFCA is an independent body that operate nationally in Australia and aim to resolve disputes between you and your insurer. AFCA provides fair and independent financial services complaint resolution that is free to consumers. Your dispute must be referred to AFCA within 2 years of the date of our final decision. Determinations made by AFCA are binding upon us.

Customers not eligible for referral to AFCA, may be eligible for referral to the UK Financial Ombudsman Service. Such referral must occur within 6 months of the final decision by the Complaints team at Lloyd’s. Further details will be provided with their final decision to you.

**How much will this procedure cost you?**
This service is free of charge to policyholders.

2) **Services Of Suit**
We agree that:

a) In the event of a dispute arising under this Policy, We at the request of the Insured 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.

b) Any summons notice or process to be served upon Underwriters may be served upon Lloyd’s Underwriting General Representative
Level 9, 1 O’Connell Street, Sydney NSW, 2000
Telephone Number: (02) 8298 0700
Facsimile Number: (02) 8298 0788
who have the authority to accept services and enter an appearance on Our behalf.

c) If a suit is instituted against Us, We will abide by the final decision of such court or any competent appellate court.

3) **Several Liability Clause**
The liability of an Insurer under this contract is several and not joint with other Insurers party to this contract. An Insurer is liable only for the proportion of liability it has underwritten. An Insurer is not jointly liable for the proportion of liability underwritten by any other Insurer. Nor is an Insurer otherwise responsible for any liability of any other Insurer that may underwrite this contract.

In the case of a Lloyd’s syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member’s proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd’s syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd’s at the above address.

Although reference is made at various points in this clause to “this contract” in the singular, where the circumstances so require this should be read to reference of contracts in the plural.

4) **Law / Jurisdiction / Disputes Clause**
The parties are free to choose the law applicable to this Policy. Unless specifically agreed to the contrary this Policy shall be governed by Australian law.

Both parties must use their best efforts to achieve resolution by the selected process and further agree that neither party will initiate litigation (as set out in clause (c) below) without first pursuing such informal resolution techniques in good faith.

In the event that the dispute is not resolved by such informal process within 35 days of the Dispute Notice (or such other period as agreed in writing between the parties) the dispute shall be referred to litigation.
a) Following either mediation or an expert determination pursuant to clause (b) of this provision, either party may then initiate proceedings in any competent Court in the Commonwealth of Australia in relation to the matters in dispute.

Such proceedings may only be commenced on 14 days written notice to the other party and shall be determined in accordance with the law and practice applicable in such Court.

Any summons, notice or process to be served upon Underwriters may be served upon:

Lloyd’s Australia Limited  
Level 9, 1 O’Connell Street  
Sydney NSW 2000

who has authority to accept service and to appear on Underwriters’ behalf.

If proceedings are instituted against any one of the Underwriters, all Underwriters participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

b) Except where the dispute renders it impossible to do so, the parties will continue performing their respective obligations under the Policy while the dispute is being resolved, unless and until such obligations are terminated or expire in accordance with this agreement.

c) Each party must use its reasonable efforts to ensure that where a dispute is reasonably foreseeable, it is dealt with at a sufficiently early stage to ensure that there is minimal effect on the ability of either party to perform its obligations under the Policy.

d) Either party may at any time commence court proceedings in relation to any dispute or Claim arising under, or in connection with the Policy where the party seeks urgent interlocutory relief.

5) Policy Format

Upon request We can provide braille, audio or large print versions of the Policy and the associated documentation. If You require an alternative format You should contact Your broker through whom this Policy was arranged.

6) Fair Processing Notice

This Privacy Notice describes how certain underwriters at Lloyd’s in respect of Syndicate 2003 (together, “we”, “us” or the “Insurer”) collect and use the personal information of insureds, claimants and other parties (“you”) when we are providing our insurance and reinsurance services.

The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: compliance@xlcatlin.com
We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how we process your personal information, please see our full privacy notice at: http://xlgroup.com/footer/privacy-and-cookies.

7) Rights Of Third Parties
A person who is not a party to this contract has no right to enforce any term of this contract.

8) United Kingdom Financial Services Compensation Scheme
We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if We are unable to meet Our obligations under this contract of insurance. If You Were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their Website: www.fscs.org.uk.
GENERAL DEFINITIONS
Applicable to all sections of the Certificate

Certain words in this Policy have a specific meaning. The definitions of such words are detailed below in bold type. Where a word has been defined, the definition will apply wherever that word appears in bold in this Policy.

Accident
Means a sudden, unexpected, unusual, and specific event, which occurs fortuitously at an identifiable time and place and is unforeseen or unintended.

Certificate
Is a separate document, which shows the insurance details relevant to You. It may include additional terms, conditions and exclusions relevant to You that amend the standard terms of this document. Only those sections shows as covered in Your Certificate are insured. If the Policy is varied during the Period of Insurance We will send You and updated Certificate taking into account the variations and any other change to the terms of the Policy otherwise advised by Us in writing (such as an Endorsement).

Deductible
Means the amount specified as such in the Certificate which You are responsible for as the first part of every claim.

Dental Treatment means expenses incurred by the insured person as a result of the insured person sustaining an Injury.

Endorsement(s)
Means a change in the terms and conditions of this contract of insurance agreed by Us that can extend or restrict cover.

Humane Destruction means
a) that the Horse incurs an Injury or is afflicted with an excessively painful Illness, and/or disease, and a Veterinary Surgeon appointed by Us shall first have given a veterinary Certificate that the suffering of the Horse is incurable and so excessive that immediate destruction is imperative for humane reasons; or
b) that the Horse incurs an Injury and a Veterinary Surgeon appointed by You shall first have given a Certificate that the suffering of the Horse is incurable and so excessive that immediate destruction is imperative for humane reasons without waiting for the appointment of a Veterinary Surgeon by Us.

Horse means the whole or part interest of the Horse or Horses specified in the Certificate.

Illness means any change to Your Horse's normal healthy physical state or appearance, sickness or disease.

Injury means a physical Injury resulting solely and directly from an Accident, not any Injury that happens over a period of time or is of a gradual nature.

Lease/Loan means an agreement where a person other than the owner of the Horse is responsible for the Horse's stable, grazing, health and general care.

Market Value means the lesser of the Sum Insured per Horse in respect of that type of Horse as specified in the Certificate; and 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 relevant facts.
Medication means any drug, hormone, vitamin, protein or other substance, other than unadulterated food or drink for use on the Horse under the direction of a Veterinary Surgeon for the benefit of the Horse.

Period of Insurance means the length of time for which this Policy is in force, as specified in the Certificate.

Permanent Means lasting for twelve consecutive months and at the end of that time being without the hope of improvement.

Post-Mortem Means the examination of the Horse after its death, which shall include a necropsy examination, made by a Veterinary Surgeon including, for example establishing the identity, the cause of death or the reason for the Humane Destruction of the Horse.

Policy Means this document which includes the Certificate and any other documents We issue to You which are expressed to form part of the Policy terms, which set out the cover We provide for the Period of Insurance including any Endorsement.

Premium Means the amount You have to pay Us (including government charges) for Your Policy.

Sum Insured Means the amount You have chosen, and We have accepted as the most We will pay.

Territorial Limits Means the Territorial Limits specified in the Certificate.

Use Means the Use of the Horse(s) as specified in the Certificate, namely dressage, show jumping, pony club or breeding.

Veterinary Surgeon or Veterinarian Means a Veterinary Surgeon or Veterinarian with a currently valid licence, issued by the appropriate governing agency in the Territory(ies) where any Horse(s) are located, allowing them to practise veterinary medicine.

We / Us / Our Means certain underwriters at Lloyd's in respect of syndicate 2003 hereinafter called “We, Our, Us or Underwriters” are the Insurer(s) of the Certificate.

You / Your / Insured Means the partnership, corporation, organisation or person(s) specified in the Certificate.
Privacy Statement
Lloyd’s Underwriters and AIS Insurance Brokers Pty Ltd have always protected the privacy of personal information of our valued clients. The standards to which we handle this personal information have been set by the Privacy Act which came into effect on 21st December, 2001 and the Australian Privacy Principles (APP) which came into effect on 12th March 2014. All Staff, Broker Representatives, Agents and Contractors have agreed to hold all information in confidence and not use it for any purpose except to carry out the service they are providing. We do not sell or share names, addresses or any other information with third parties, except to the extent necessary to complete our obligations as Insurance Brokers or as stated in this document.
An individual who believes their privacy may have been prejudiced has a right to make a complaint about the matter. In the first instance, your complaint should be addressed to AIS. This may be done either verbally or in writing to Complaints Officer, AIS Insurance Brokers Pty Ltd, 137 Moray Street, South Melbourne, Victoria, 3205. If you are dissatisfied with the response, you may refer the matter to Lloyd’s Australia Ltd, who has the appropriate authority to investigate and address matters of this nature. Details about your privacy are shown in the Certificate wording under “Privacy”.

How & why do we require your Personal Information?
We collect information either directly from the relevant individuals or in some cases, from third parties. They may provide information for someone else requiring the benefit of the services that we offer, such as a nominated driver, director or officer or other staff member. The information is collected to allow us to provide our insurance broking services including to arrange and place insurance cover, assess and underwrite risks, properly administer your claims and source & facilitate finance.

Disclosure of your Personal Information to third parties
As we have a duty to maintain the confidentiality of our clients affairs, we only disclose information to third parties who we believe are necessary to assist us in providing, managing and administering the services we provide and products we are involved with. These third parties are also required to abide by the Australian Privacy Principles and use the personal information only for the services that they supply.

What we expect of you
AIS aim to ensure that your personal information is up to date and accurate. Please contact us if you need:
- Access to, or revise your personal information
- Feel that the information we currently have on record is incorrect or incomplete.

Transfer of information overseas
We may transfer your personal information overseas where it is necessary to provide our service. Some insurers or reinsurers are based overseas and we need to provide your personal information to them to arrange your cover or to submit a claim.

Opting out
We regularly distribute to our clients information about our products & services, such as newsletters, which we believe may be of interest to you. If you do not wish to receive this additional information, please contact our office.

How to contact us
If you wish to gain access to or update your personal information, have a complaint about a breach of your privacy or you have any query on how your personal information is collected or used, or any other matter relating to our Privacy Certificate, you can speak to any of our staff, who will do their best to try to resolve your issue as simply as possible.

Your Rights and Our Obligations
Details of your rights and our obligations under the Privacy Act and the Australian Privacy Principles, are contained in the General Insurance Code of Practice which can be accessed at www.codeofpractice.com.au