



Horse Insurance

Pleasure and Performance

Product Disclosure and Certificate Document
Issue Date: 1 Nov 2023



Duty of Disclosure

Your Duty of Disclosure (If You are not a consumer)

Before you enter into an insurance contract, which is not a consumer insurance contract (as that term is defined in the Insurance Contracts Act 1984 or ICA), you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms. You have this duty until the insurer agrees to insure you. You have the same duty before you renew, extend, vary, or reinstate an insurance contract. You do not need to tell the insurer anything that:

- > reduces the risk they insure you for; or
- > is common knowledge; or
- > the insurer knows, or should know; or
- > the insurer waives your duty to tell them about.

If you do not tell the insurer anything you are required to, they may cancel your contract, or reduce the amount they will pay you if you make a claim, or both. If your failure to tell the insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

Duty to not make a misrepresentation (If You are a Consumer)

There are specific duties that apply to you when you enter into, vary or extend a consumer insurance contract - which is defined in the ICA as one obtained wholly or predominantly for your personal, domestic or household purposes e.g., domestic car, house, travel or accident & illness insurance.

You have a duty under the Insurance Contracts Act 1984 (ICA) to take reasonable care not to make a misrepresentation to the insurer (your duty). Your duty applies only in respect of a policy that is a consumer insurance contract, which is a term defined in the ICA. Your duty applies before you enter into the policy, and also before you renew, extend, vary, or reinstate the policy. Before you do any of these things, you may be required to answer questions and the insurer will use the answers you provide in deciding whether to insure you, and anyone else to be insured under the policy, and on what terms. To ensure you meet your duty, your answers to the questions must be truthful, accurate and complete. If you fail to meet your duty, the insurer may be able to cancel your contract, or reduce the amount it will pay if you make a claim, or both. If your failure is fraudulent, the insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

Fraudulent Claims Clause (Australia)

If any claim made is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on the Your behalf to obtain any benefit under this Policy, or if any loss under the terms of this Policy be brought about by the wilful act or with the collusion of You, We without prejudice to any other right(s) we might have under this Policy, may be entitled to refuse to pay such claim.

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 December 2019.

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 Policy for which each of the Underwriters at Lloyd's is liable by requesting them from Coverforce.

Who is Coverforce Insurance Broking Pty Ltd?

Coverforce Insurance Broking Pty Ltd (ABN 11 118 883 542 AFS Licence no: 302522) hereinafter called "Coverforce" is the Authorised Representative of the Insurer(s). This Insurance contract is written under a 'Binding Authority Agreement', which gives Coverforce authority to bind insurance contracts and / or settle claims on behalf of such Insurer(s). As a consequence Coverforce is acting as Agent of such Insurer(s) and not as Your Agent. Coverforce 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 Coverforce in the first instance. You may contact them by any of the following ways:

- By telephone on 03 8699 8888
- Emailing horse@coverforce.com.au
- In writing at 137 Moray Street, South Melbourne VIC 3205

How You contact Us

About a claim - please phone Coverforce on 03 8699 8888 or claims@coverforce.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

- Death or Humane Destruction of any Horse, resulting from an Injury or Illness sustained or contracted and notified during the Period of Insurance.

Section 2 - Theft & Straying

- Theft or straying during the Period of Insurance, where the Horse is not recovered within 90 days.

- During the Period of Insurance after prior written agreement, \$300 for each Horse, to cover the cost of advertising for lost or strayed Horses and the payment of a reward which leads to recovery.

Section 3 – Loss of Irrevocable Entry Fees

- Up to \$300 for loss of irrevocable entry fees following a claim under Section 1 of the Certificate.

Section 4 – Public Liability

- Damages and claimant's costs and expenses for which You are liable at law in respect of: accidental death, bodily Injury, Illness, or disease of any person; loss of, or damage to, tangible property.

Section 5 – Loss of Use

- Restricted: Where the Horse becomes unable to perform its Use as a result of an insured condition arising and manifesting during the Period of Insurance or within 12 calendar months of the date of expiry shown on the Certificate.
- Breeding: Where the Horse is deemed permanently and totally Impotent or Infertile or permanently incapable of natural service as a result of an Accident caused solely and directly by violent external and visible means or Illness or disease.
- Cosmetic: Where the Horse is disfigured following an Injury, Illness and/or cosmetic condition which renders the Horse unsuitable for the Use of Horse.

Section 6 – Life Saving Surgery and Snake Bite Veterinary Fees

- Reasonable veterinary fees for emergency general anaesthetic surgical procedures performed to save the life of a Horse subject to the maximum limit of \$5,000 during the Period of Insurance (or as specified in the Certificate). A \$2,000 sub limit applies for veterinary treatment to save a Horse as a result of a diagnosed snake bite.

Section 7 – Saddlery and Tack

- Loss or damage, during the Period of Insurance to Saddlery and Tack

Section 8 – Personal Accident and Dental Cover

- Coverage for You or any person using the Horse with Your permission (whilst riding, driving or in control of any Horse described in the Certificate) shall sustain Accidental Bodily Injury which solely and independently of any other cause results in death or disablement.

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, We can refuse to pay part or all of a claim.

The amount You pay for this Policy

The amount We charge You for this Policy 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:

1. In the event of death
 - i. notify Coverforce by telephone or email as soon as practically possible;
 - ii. have a Post-Mortem examination completed and an autopsy report prepared, at Your expense, by a licensed Veterinarian approved by Coverforce and
 - iii. provide Coverforce, within sixty (60) days, a copy of the Post-Mortem examination and Your signed proof of loss.
2. In the Event of Theft, Straying or Malicious Damage:
 - i. make a report to the police;
 - ii. Contact Coverforce and explain what happened. We will advise You of the claims process and assist You through the next steps.

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.

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, 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 subject to the Certificate limit shown.

Taxation information

This Policy 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 to seek the advice of Your Veterinary Surgeon as soon as practically possible, and notify Us by telephone or email. 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**

Coverforce 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 Insured 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.

In addition to the Sum Insured We will pay up to \$200 for Post-Mortem examination and report following a claim.

This cover includes whilst Your Horse is being transported within Australia and while temporarily in New Zealand, including any journeys between these areas.

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 an Insured 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.

Conditions

It is a condition of this Policy that at the commencement of this Policy the Horse is, with the exception only of those conditions known to the Insured which have been completely and accurately disclosed to and accepted in writing by Us, in sound health and free from any Illness, disease, lameness, Injury or physical disability whatsoever of which the Insured is aware or a reasonable person in the circumstances could be expected to be aware of.

This condition shall also apply in respect of:

- a. any additional Sums Insured on the Horse already insured; and/or
 - b. any Horse added to this Policy; and/or
 - c. any other extension of or addition to coverage.
- d. In any of the above cases (a), (b) or (c), this condition must be satisfied as of the date of such increase, addition or other extension of or addition to coverage.

Our acceptance of a Veterinary Certificate, submitted in connection with the Insured's application for insurance or any extension of or addition to coverage on the Horse shall neither remove nor reduce the requirement of full compliance with this condition in respect of the Horse. However, if We have accepted a Veterinary Certificate, where such declaration has been accepted by Us as a satisfactory substitute for a Veterinary Certificate, then the burden of proving that the Horse was not in sound health or free from any Illness, disease, lameness, Injury or physical disability whatsoever at the commencement of cover for the Horse under this Policy shall be upon Us.

It is a condition of this Policy that, at the commencement of this Policy (or on Endorsement), and during, this Policy, the Insured is the sole or part owner of the Horse, or there is a Lease agreement in place that confirms that the Insured is responsible for the Horse's stable, grazing, health and general care. This Policy shall cease to cover the Horse immediately when the Insured sells the Horse or parts with any interest/Lease in the Horse, whether temporarily or permanently.

If, during the Period of Insurance, the Insured elects to have the Horse castrated or spayed, the Insured shall notify Us of his election to do so not less than seven (7) days prior to the Horse being operated upon for castration or spaying. We may on receipt of this notification cancel this Policy.

In the event that at any time during the Period of Insurance the Horse is entered but not sold in a public auction and Our limit of liability specified in the Certificate exceeds the highest amount bid in such public auction for the Insured's interest in the Horse as specified in the Certificate, the Insured shall within five (5) days thereafter inform Us in writing and shall substantiate to Our satisfaction any limit of liability which exceeds the highest amount bid in such public auction, so that We may determine whether We will cancel this Policy.

It is a condition of this Policy that the Insured shall inform Us in writing not less than five (5) days before any Horse is to be taken outside the Territorial Limits stated in the Certificate or added by Endorsement thereto.

It is a condition of this Policy that:

- a. in the event of any Illness, disease, lameness, Injury, Accident or physical disability whatsoever of or to the Horse, the Insured shall, at his own expense, employ a Veterinarian and, if required by Us, allow removal of the Horse for treatment; and
- b. in the event of the death or Humane Destruction of the Horse, the Insured shall at his own expense arrange for a Post-Mortem to be done by a Veterinarian and submit a copy of the report to Us as soon as possible after the death or Humane Coverforce, who will instruct a Veterinarian on Our behalf, if deemed necessary;
- c. We have the right to have a Post-Mortem carried out by Our Veterinarian at Our own expense.

After receiving permission from Us, the Insured shall arrange for the removal and disposal of the remains of the Horse at his own expense. We are entitled to receive any money recoverable by the Insured in excess of the removal and disposal costs if the remains are sold.

It is a condition of this Policy that the Insured shall file with Us a completed claim form and release within sixty (60) days after the death, or Humane Destruction of the Horse.

It is a condition of this Policy that the Insured shall at all times cooperate with Us and Our representatives in the adjustment and investigation of any claim or potential claim by:

- a. providing Us and Our representatives with access to any person(s), information, records and documents We may require; and

- b. the Insured, his family, representatives, agents, employees, bailees or other persons having care, custody or control of the Horse submitting to examinations under oath, if required by Us.

If at the time of death or Humane Destruction of the Horse the Insured has any other insurance in force in respect of the Horse, which such other insurance is declared to Us and specified in the Certificate, We shall only be liable under this Policy for the amount by which the Market Value exceeds the amount of cover available under the other insurance, if at all, arising from the death or Humane Destruction of the Horse.

If We make any payment under this Policy, then We shall be subrogated, to the extent of such payment, to all rights and remedies of the Insured against any party and shall be entitled at their own expense to sue in the name of the Insured.

The Insured shall execute all documents and give to Us all such assistance as We may require to secure such rights and remedies. The Insured shall do nothing to jeopardise or extinguish the rights against a third party or parties to which We are subrogated, and shall take all necessary steps to preserve such rights.

Section 2 - Theft

Cover Provided

We will pay up to the Sum Insured specified in the Certificate following the loss of any Horse by theft or straying during the Period of Insurance, where the Horse is not recovered within 90 days.

During the Period of Insurance, after prior written agreement, We will also pay an amount up to \$300 for each Horse, to cover the cost of advertising for lost or strayed Horses and the payment of a reward which leads to recovery.

In the event of theft or attempted theft of any Horse You must notify the local police station as soon as practically possible and comply with their instructions.

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.

Additional Exclusions

This Policy does not cover any loss directly or indirectly arising from mysterious disappearance, escape or voluntary parting of possession of or title to the Horse as a result of the Insured, or other persons who have care, custody or control of the Horse, being induced by fraud, trickery or similar false pretences.

Additional Conditions

1. It is a condition of this Policy that prior to the commencement date of this Policy there has been no theft or attempted theft of the Insured's equine property, or threat against the Insured or the Insured's equine property whether insured under this Policy, insured elsewhere or uninsured.
2. No liability arises under this Policy for loss of the Horse by theft until ninety (90) days after the incident is reported to Us and then only in the event that the Horse has not been recovered during that period.
3. It is a condition of this Policy that the Insured will report the theft of the Horse to Us and to the local Police as soon as practicably possible and follow strictly their recommendations.
4. Should the Insured pay or promise to pay a ransom or give similar assurances of any such nature to any third party We shall be released from all liability under this Policy.
5. In the event of a loss under this Policy, We will cover the Insured in respect of the Market Value of the Horse at the time of the theft, up to but not exceeding the limit of Our liability specified in the Certificate.
6. In the event of any payment under this Policy, We reserve the right to take title and possession of the Horse if the Horse subsequently is recovered.

In the case of a mare, no coverage is afforded for any embryo within the mare or for any of her foals, unless such embryo or foal is separately insured under this Policy.

Section 3 - Loss of Irrevocable Entry Fees

Cover Provided

We will pay up to \$300 for loss of irrevocable pre-paid competition or event entry fees following a claim under Section 1 of the Certificate the Horse can no longer participate.

Section 4 - Public Liability

Only applicable if shown on the Schedule

Cover Provided

We will cover You against liability at law for damages and claimant's costs and expenses in respect of accidental:

1. death, bodily Injury, Illness, or disease of any person;
2. loss of, or damage to, tangible property

which occurs anywhere in the Commonwealth of Australia or New Zealand during the Period of Insurance caused by, or arising in connection with, any Horse described in the Certificate.

Our liability for damages under this section shall not exceed the limit of liability on the Certificate in respect of any one occurrence and in the aggregate for all occurrences during the Period of Insurance.

We will treat as though the Insured in this section, any person who with Your permission is riding or has custody or control of any horse described in the Certificate, provided that such person shall observe the terms of this Certificate so far as they can apply.

Costs

We will also pay all costs and expenses incurred with our written consent and relating to any claim that may be the subject of reimbursement under this section. If a payment in excess of the Sum Insured available under this section is made to dispose of a claim, then our liability for costs and expenses will be limited to the proportion that the reimbursement bears to the claim payment.

Exclusions

This section does not insure:

1. compensation for any rider of the Horse;
2. compensation for You or any member of Your family ordinarily residing with You or with whom You ordinarily reside;
3. death, bodily Injury, Illness or disease sustained by any person under a contract of service or apprenticeship with You, when such Injury or disease arises out of and in the course of their employment by You;
4. loss of or damage to property belonging to or in the care, custody, or control of You or Your employees;
5. liability arising directly or indirectly by, through, or in connection with, the ownership, possession or Use by You or on Your behalf, of any mechanically propelled vehicle, aircraft or watercraft;
6. loss or damage to fences or growing crops caused by a Horse whilst being ridden, driven or led;
7. liability arising directly or indirectly by the hiring out of any horse by You or its Use by any riding establishment;
8. liability attaching to You solely by reason of an express term of any contract unless the liability would have attached to You even in the absence of such an agreement;
9. liability arising directly or indirectly from Your trade, business or profession;
10. the serving or attempting to serve a mare by a stallion;
11. the first \$250 of each property damage claim.

Special Conditions

1. Every letter, claim, writ, summons, legal process or other document received by You shall be as soon as practically possible forwarded to Us by You unanswered.
2. No admission, offer, promise, payment or reimbursement shall be made or given without our written consent.
3. We shall be entitled to take over and conduct in Your name the defence or settlement of any claim, or to prosecute in Your name for our own benefit any claim, for reimbursement or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

4. In connection with any claim, or series of claims, We may at any time pay You the amount of the sum insured (after deduction of any sum(s) already paid as compensation), or any lesser amount for which such claim(s) can be settled; and upon such payment being made we shall relinquish the conduct and control of, and be under no further liability in connection with, such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

Section 5 - Loss of Use - Restricted

Only applicable if shown on the Schedule

Cover Provided

We will pay You in the event of any Horse sustaining an Injury as a result of an Accident or contracting an Illness or disease which results in the Horse becoming totally and permanently incapable of fulfilling the functions and duties required for its principal Use as stated in the Certificate: -

1. and in the event the Insured elects to keep the Horse for personal pleasure purposes only and in retirement from any competition Use, then in place of the amount otherwise payable hereunder, We will pay 60% of whichever is the lower of the Market Value and the Sum Insured specified in the Certificate in respect of such Horse, Our liability in respect of such Horse ceasing immediately such payment is made; or
2. and such incapacity justifies the Humane Destruction of the Horse for economic reasons, this Policy shall cover the Insured up to, but not exceeding 100% of whichever is the lower of the Market Value or the Sum Insured specified in the Certificate in respect of such Horse;

provided that the Injury or Illness occurs and is notified during the Period of Insurance and in the opinion of both Your Veterinary Surgeon and Our Veterinary Surgeon, results in total and permanent incapacity during the same Period of Insurance or within 12 calendar months of the date of expiry.

If, within 24 months of a payment being made under i) above, the incapacity ceases or the Horse becomes capable of the Use specified in the Certificate, the amount paid must be refunded to Us as soon as practically possible. A report from a Veterinarian can be requested at the expense of the Insured to confirm the condition of the Horse up to this 24 month period following a Loss of Use-Restricted claim.

Conditions

You must arrange, at Your own expense, for a Veterinarian to examine and treat Your Horse if it shows clinical signs of any Injury or Illness or disease as soon as practicably possible.

If in Your Veterinarian's opinion Your Horse potentially may become totally and permanently incapable of fulfilling the functions and duties required for its principal Use then You must advise Us and arrange to send a report from Your Veterinarian that provides details of Your Horse's condition and the reasons for their opinion as soon as practicably possible.

It is a condition to Our liability that the permanent incapacity of fulfilling the Use results from an external, visible and violent Accident first occurring and first manifesting itself during the Period of Insurance and that written notice of such external, visible and violent Accident shall be given to Us and in any event before the expiration of this Policy as soon as practicably possible. In the event of breach of this condition, We shall have no liability under this Policy, unless You show that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Following notification We shall have the option of removing the Horse for examination and/or treatment by Our appointed Veterinarian Surgeons.

Any disagreement between Your and Our Veterinarian Surgeons over the permanent incapacity of the Horse shall be referred to an independent Veterinarian Surgeon agreed upon by both parties who will act as Arbitrator and whose decision shall be binding on both the Insured and Us. The fees of the appointed Veterinarian Surgeon shall be paid by the appointing party, and the fee of the mutually agreed Arbiter Veterinarian Surgeon shall be apportioned equally between the Insured and Us.

Exclusions

This section shall not cover the Insured for any loss:

1. as a result of blemishing,
2. due to inability of the Horse to breed.
3. as a result of a Horse being barred from participating in shows by virtue of competition regulations, such exclusion being applicable only with respect to any Horse suffering from a wind condition or which has been operated on for such conditions.
4. as a result of lack of ability or suitability or behavioural problems.
5. as a result of a loss involving or arising directly or indirectly from any Injury to the tendons, ligaments or muscles unless specifically associated with an Injury that has also resulted in an open wound to the affected tendon, ligament or muscle.
6. due to losses of a degenerative nature.

Section 5 - Loss of Use - Breeding

Only applicable if shown on the Schedule

Cover Provided

We will pay You in the event of any Horse sustaining an accidental Injury or contracting an Illness or disease which results in the Horse becoming totally and permanently Impotent, Infertile or incapable of Serving Mares as a result of an Accident, Illness or disease sustained or contracted during the Period of Insurance provided that:

1. and in the event the Insured elects to keep the Horse for personal pleasure purposes only, then in place of the amount otherwise payable hereunder, We will pay 60% of whichever is the lower of the Market Value and the Sum Insured specified in the Certificate in respect of such Horse, Our liability in respect of such Horse ceasing immediately such payment is made; or
2. and such incapacity justifies the Humane Destruction of the Horse for economic reasons, this Policy shall cover the Insured up to, but not exceeding 100% of whichever is the lower of the Market Value or the Sum Insured specified in the Certificate in respect of such Horse.

The total amount payable will be the Market Value of Your Horse(s) or the Sum Insured whichever is the lower from which will be deducted the sum realised any guarantee of fertility furnished by a vendor at the time of Your purchase of the Horse(s)

Conditions

In the event of a claim, You must produce evidence satisfactory to Us of the condition of Your Horse(s).

In the event of any uncertainty or dispute as to whether an Accident sustained or sickness or disease contracted by a Horse has caused total and permanent incapacity as provided for, it is agreed that the question shall be referred to two Veterinary Surgeons, one to be appointed by Us and one by the Insured. The decision of these Veterinarians in the matter shall be final and binding. The fees will be the responsibility of each party for their respective Veterinarian.

In the event of the payment of a claim by Us under this section, the Limit of Our Liability under this Policy against any mortality risks covering the interest in the Stallion in respect of which the payment has been made shall forthwith be reduced by the amount of such payment.

Section 5 - Loss of Use - Cosmetic

Only applicable if shown on the Schedule

Cover Provided

In the event of disfigurement of the Horse following an Injury, Illness and/or cosmetic condition occurring during the Period of Insurance which renders the Horse unsuitable for the Use as shown in the Certificate because of its appearance:

1. but the Insured elects to keep the Horse for personal pleasure purposes only, then in place of the amount otherwise payable hereunder, We will pay 60% of whichever is the lower of the Market Value and the Sum Insured specified in the Certificate in respect of such Horse, Our liability in respect of such Horse ceasing immediately such payment is made; or
2. and such incapacity justifies the Humane Destruction of the Horse for economic reasons, this Policy shall cover the Insured up to, but not exceeding 100% of whichever is the lower of the Market Value or the Sum Insured specified in the Certificate in respect of such Horse.

Conditions

In the event of any uncertainty or dispute as to whether the Injury, Illness and/or cosmetic condition has caused total and permanent incapacity as provided for, it is agreed that the question shall be referred to two Veterinary Surgeons, one to be appointed by Us and one by the Insured. The decision of these Veterinarians in the matter shall be final and binding. The fees will be the responsibility of each party for their respective Veterinarian.

Section 6 – Life Saving Surgery And Snake Bite Veterinary Fees

Only applicable if shown on the Schedule

Cover Provided

We agree to cover You for reasonable veterinary fees for emergency general anaesthetic surgical procedures performed to save the life of a Horse subject to the maximum limit of \$5,000 during the Period of Insurance (or as specified in the Certificate). A \$2,000 sub limit

applies for veterinary treatment to save a Horse as a result of a diagnosed snake bite as diagnosed by a Veterinary Surgeon.

We agree to cover You for reasonable and customary After-Care while the Horse is kept on the premises where the surgery is performed.

After-Care is limited to:-

1. 50% of the cost of surgery and
2. no more than fifteen days from the time of surgery.

Conditions

It is a condition to Our liability hereunder that the reasonable veterinary fees for emergency general anaesthetic surgical procedures performed to save the life of a Horse referred to above are the direct result of an Accident, or an Illness or disease first occurring and first manifesting itself during the Period of Insurance and advised to Us as soon as practicably possible and in any event before the expiration of this Policy. In the event of breach of this condition, We shall have no liability under this Policy, unless You show that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

The Insured must provide Us:

- a. within 21 days a completed claim form and a report signed by the treating Veterinary Surgeon, describing the surgery performed and the Horse's condition.
- b. copies of all veterinary invoices for which the claim is made.

A \$500 Deductible shall be applied to each separate claim during the Period of Insurance set forth in the Certificate.

Exclusions

No coverage is afforded for:

1. any surgery not performed by a licensed Veterinarian in a school of veterinary medicine or surgical clinic.
2. Conditions existing, diagnosed or treated prior to the commencement of coverage under this Policy.
3. Any examination, medical treatment or Medication unless it is given in conjunction with the insured surgical procedure being claimed by a Veterinary Surgeon.
4. Operations not performed under general anaesthesia.
5. Any elective or voluntary surgical procedure.
6. Euthanasia of the Horse.
7. Post-mortem surgical operations.
8. Transport of the Horse.
9. Any costs associated for hospitalisation following surgery which relates to livery/boarding.

Section 7 - Saddlery and Tack

Only applicable if shown on the Schedule

Cover Provided

We will pay an amount not exceeding the amount specified in the Certificate for each Horse, for loss or damage, during the Period of Insurance to Saddlery and Tack belonging to You and other members of Your family permanently residing with You provided that:

1. Our liability will not exceed the Market Value or the Sum Insured specified in the Certificate whichever is the lesser amount;
2. no article will be of greater value than \$500 unless declared to Us and specified on the Certificate;
3. any claim is supported by proof of purchase and/or a valuation, if requested;
4. all items are kept overnight in a locked private house or in a locked building;
5. in the event of theft, or attempted theft of any item, a local police station is as soon as practically possible notified;
6. We will decide the basis of settlement under this section, We can choose to offer reimbursement, reinstatement, repair or replacement.

If an Insured item is a set or pair, We will not pay more than the value of any part that may be lost or damaged, nor more than a proportionate part of the Insured value of the pair or set. No account will be taken of any special value which the part lost or damaged has as a pair or set.

Exclusions

This section does not insure:

1. clothing, personal effects and clippers;
2. harnesses used with any horse-drawn vehicle that is insured under a certificate issued by another insurer;
3. loss or damage arising from moth, mildew, wear and tear (for example a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time), depreciation, inherent defect or actual process of cleaning, dyeing, repairing, restoring or altering of any article;
4. loss or damage by theft unless force and violence is used to gain entry or exit from a building;
5. any consequential loss, being any additional claim, physical loss, physical damage, cost, expense or other financial liability occurring as a result of but after any Insured event;
6. unexplained disappearance;
7. the first \$50 of each claim;
8. malicious damage caused by You, Your family or employees.

Section 8 - Personal Accident and Dental Cover

Only applicable if shown on the Schedule

Cover Provided

We will pay the benefits below if at any time during the Period of Insurance You or any person using the Horse with Your permission (whilst riding, driving or in control of any Horse described in the Certificate) shall sustain Injury as a result of an Accident which solely and independently of any other cause results in Death or Disablement as shown in the Table of Cover below within twelve calendar months from the date of the Accident.

Table of Cover

1. Accidental Death (if under 18 years the benefit is restricted to \$2,500)	\$5,000
2. Total and irrecoverable Loss of Sight in one or both eyes and/Loss of Limb (one or more limbs)	\$5,000
3. Permanent Total Disablement	\$5,000
4. Dental Treatment	Up to \$750

Conditions

1. No claim will be payable under more than one item in the Table of Cover, items i-iii), in respect of the consequence of one Accident.
2. Benefit iv) will be payable in addition to and irrespective of any amount claimed under items i-iii). In the event that an Accident covered hereunder should result in the death of the insured person within the twelve calendar months of the date of the Accident and prior to the definite settlement of the compensation for the disablement, the insured person will be paid instead of the latter the compensation payable in the case of death.
3. Written notice must be given to Us of any Accident which causes or may cause a claim to be made under this Policy. If disablement results or may result the insured person must place themselves as early as possible under the care of a Qualified Medical Practitioner.
4. In the event of a claim under the Certificate the insured person will permit Our own appointed medical advisers to examine them as often as may be necessary.

Exclusions

We will not be liable for death or disablement:

1. if the injured person has reached his/her 70th birthday at the commencement of the Period of Insurance;
2. directly or indirectly resulting from disease or natural causes or surgical treatment (unless rendered necessary by accidental bodily Injury hereunder)
3. suicide or intentional self-injury
4. deliberate exposure to exceptional danger (except in an attempt to save human life)
5. arising out of or relating to a criminal act;
6. sustained whilst the insured person is engaged in racing of any kind;

7. if the consequence of an Accident is aggravated by any physical disability or condition of the insured person which existed before the Accident occurred. The amount of any compensation payable under this Policy in respect of the consequences of the Accident shall be the amount reasonably considered would have been payable if such consequences had not been so aggravated.

We will not be liable for expenses incurred in respect of any Dental Treatment that is being followed prior to the time of the Accident, and any expenses for corrective Dental Treatment that would, but for the existence of this Policy, be treated in the normal course of events.

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, We will not be liable for any claim on a Horse that is removed from the Commonwealth of Australia or New Zealand or the Territorial Limits specified in the Certificate.
3. Unless otherwise added by Endorsement, We are not liable for any claim on a Horse that was not of 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. notify Coverforce by telephone or email as soon as practically possible;
 - b. have a Post-Mortem examination done, at Your expense, by a licensed Veterinarian approved by Coverforce; and
 - c. give Us, within 60 days, a copy of the Post-Mortem examination and Your signed proof of loss.

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

9. In case of theft of a Horse, You must:
 - a. notify Coverforce by telephone, facsimile or email as soon as practically possible; and
 - b. notify the local police as soon as practically possible.

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

10. 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.

11. Cover 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.

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

13. 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.

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

15. Change in Circumstances

You must tell Your broker 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 and Cooling-Off Provisions, amend the terms of this Policy or require You to pay more for this Policy. If You do not inform Us about a change it may affect any claim You make or could result in this Policy being invalid.

16. Cancellation and Cooling-Off Period

a. Your Right to Cancel during the Cooling-Off Period

You are entitled to cancel this Policy and any Endorsement(s) which are intended to provide You with cover for longer than one (1) month by notifying Us in writing, by email or by telephone within fourteen (14) days of either:

- i. the date You receive this Policy (or the relevant Endorsement(s)); or
- ii. the start of the Period of Insurance (or the start of cover under the relevant Endorsement(s));

whichever is the later.

We will provide a full refund of any Premium paid unless You have made a Claim in which case the full annual Premium is due. We will not return Premium for this Policy and any Endorsement(s) in respect of cover provided for less than one (1) month.

b. Your Right to Cancel after the Cooling-Off Period

You are entitled to cancel this Policy and any Endorsement(s) which are intended to provide You with cover for longer than one (1) month after the cooling-off period by

notifying Us in writing, by email or by telephone. 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.

No Endorsement(s) which are intended to provide You with cover for longer than one (1) month after the cooling-off period can be cancelled unless the main Policy is also cancelled.

Coverforce will charge an administration as stated on the Certificate if You cancel this contract of insurance.

c. 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 for a valid reason under the Insurance Contracts Act 1984, and 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;
 - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b. 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.)

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 exclusion 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. Sanctions

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 that insurer 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.

9. Terrorism

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.

10. **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:

- a. any fear or threat (whether actual or perceived) of; or
- b. any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of;

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

Certificate Provisions

The following provisions apply to the Policy as a whole unless stated otherwise

1. **Complaints Procedure**

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 www.insurancecode.org.au

Complaints and disputes

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 Coverforce in the first instance:

The Complaints Manager
Coverforce Pty Limited
Post: Level 26, Tower One, International Towers Sydney, Barangaroo NSW 2000
Telephone: 1300 503 503
Email: compliance@coverforce.com.au

We will acknowledge receipt of Your complaint and do our utmost to resolve the complaint to Your satisfaction within 10 business days.

If We cannot resolve Your complaint to Your satisfaction, We will escalate Your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited
Email: ldraustralia@lloyds.com
Telephone: (02) 8298 0783
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

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

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

Telephone: 1800 931 678
Email: info@afca.org.au
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.

How much will this procedure cost you?

This service is free of charge to policyholders.

2. **Services of Suit**

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 notice should be given as soon as possible to:

Coverforce Insurance Broking Pty Limited
Phone: 03 8699 8888
Email: claims@coverforce.com.au

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
Suite 1603 Level 16, 1 Macquarie Place 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 Policy 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 including the 'Key facts' document. 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.

9. **Australia Terrorism and Cyclone Insurance Act 2003 Notice**

The Underwriters have treated this Insurance (or part of it) as an Insurance to which the Australia Terrorism and Cyclone Insurance Act 2003 (ATACIA) applies.

ATACIA and the supporting regulations made under the Act deem cover into certain policies and provide that the Terrorism exclusion to which this Insurance is subject shall not apply to any "eligible terrorism loss" as defined in ATACIA.

Any coverage established by ATACIA is only in respect of any "eligible terrorism loss" resulting from a "terrorist act" which is a "declared terrorist incident" as defined in ATACIA. The Terrorism exclusion to which this Insurance is subject applies in full force and effect to any other loss and any act or event that is not a "declared terrorist incident".

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged.

If any or all of the Underwriters have reinsured this Insurance with the Australian Reinsurance Pool Corporation, then any such Underwriters will not be liable for any amounts for which they are not responsible under the terms of ATACIA due to the application of a "reduction percentage" as defined in ATACIA which results in a cap on the Underwriter's liability for payment for "eligible terrorism losses".

NMA2984A

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 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.

After-Care

post-operative veterinary care of the Horse as required and recommended by a Veterinarian following an emergency general anaesthetic surgical procedure.

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.

Infertile

means and be limited to "sterile".

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.

Impotent

means the failure of the stallion to achieve intromission.

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.

Loss of Limbs

means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.

Loss of Sight

means permanent and irrecoverable loss of sight being certified as entire and irrevocable by a Qualified Medical Practitioner.

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.

Qualified Medical Practitioner

Means a medical practitioner or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice but does not include You, or Your family.

Saddlery and Tack

means saddles, bridles, leathers, irons, harness and Riding Tack normally Used on Your Horse while it is being Used for the activities set out on the Certificate, (rugs, clothing/costumes and blankets are not included).

Serving Mares

means "achieving intromission".

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.

Total Disability

means disablement which prevents the Insured person from engaging in their usual occupation.

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) insured are located, allowing them to practise veterinary medicine.

We / Us / Our

means certain underwriters at Lloyd's in respect of syndicate 2003. You or Your representative can obtain further details of the syndicate numbers and the proportions of this Policy for which each of the Underwriters at Lloyd's is liable by requesting them from Coverforce.

You / Your / Insured

the partnership, corporation, organisation or person(s) specified in the Certificate.

Privacy Statement

Lloyd's Underwriters and Coverforce 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 Coverforce. In the first instance, your complaint should be addressed to the Complaints Officer at Coverforce Pty Limited. This may be done either verbally by calling 1300 503 503 or in writing to compliance@coverforce.com.au or Level 26, Tower One, International Towers Sydney, Barangaroo NSW 2000. 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

Coverforce 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.

Coverforce Insurance Broking Pty Ltd

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COVERFORCE
Smart Insurance Solutions