



Horse Insurance

Pleasure and Performance
Transit and Trial

30, 60 OR 90 DAY POLICY PERIOD

Product Disclosure and Certificate Document
Issue Date: 1 Nov 2023



COVERFORCE
Smart Insurance Solutions

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 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 Policy. 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 Coverforce Insurance Broking Pty Ltd.

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 Policy, 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 Broker 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 reasonably practicable after an Accident or event that causes the loss or damage, You must first:

- In the event of death
 - i. notify Coverforce by telephone, or by email as soon as reasonably practicable;
 - 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 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 of 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 Cover has commenced on the listed horse/s as shown in the Certificate and or if 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**

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 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 Coverforce by telephone, facsimile or email;
 - 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.
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
 - d. 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:

- a. Non-payment of Premium;
- b. A change in risk occurring which means that We can no longer provide You with insurance cover;
- e. Failure to supply information or documentation We have asked You to provide in the Proposal Form;
- f. 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.)**

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.

9. 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.

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:

- 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.

11. **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

Certificate Provisions

Applicable to all sections of the Certificate.

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 Pty Limited 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:

AFCA
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 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 Policy

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.

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 an 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 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 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 Policy 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 would like to 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 Policy, 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

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COVERFORCE
Smart Insurance Solutions